

REMARKS

Entry of the foregoing amendments and reconsideration and withdrawal of the final rejection is respectfully requested with respect to all of the claims now in the application, i.e., Claims 1-13, 16-22 and 26-39 in view of the following remarks.

Initially in regard to the Power of Attorney, Applicant submits herewith a new Power of Attorney appointing Thomas M. Galgano and Jessica G. Bower of GALGANO & ASSOCIATES, PLLC to represent Assignee, UCL BUSINESS PLC. Applicant will forward an executed Statement Under 37 CFR 3.73(b) upon receipt thereof.

In regard to the objection to the Oaths/Declarations because the inventors' signatures seem to be photocopied multiple times and are not legible, Applicant submits herewith more clear copies of the Declaration previously submitted.

In addition, pursuant to the Examiner's inquiry in regard to the Declaration of Graham Nicholson, the Declaration of Graham Nicholson who is currently deceased, was signed by his widow Sarah Nicholson who is the legal successor in title to Graham Nicholson.

In regard to the objections to the drawings on the grounds that they must show every feature of the invention specified in the claims, specifically, the positive/negative tracks on the fabric set forth in Claims 14 and 15, the thermochromic strip set forth in Claim 23, and the flag formed of a shaped memory alloy set forth in Claims 24 and 25, by this Amendment Claims 14, 15, 23, 24, and 25 have been deleted. Therefore,

it is respectfully submitted that this rejection is now moot.

In regard to the objection to the drawings on the grounds that they appear unclear and the sheet for Figs. 5-7 is not labeled in the top margin as "Replacement Sheet", Applicant submits herewith three (3) sheets of replacement drawings for Figs. 5-7 which are labeled as "Replacement Sheet" and which are larger and more clear versions of each of these figures on separate sheets.

In addition, in regard to the §112 rejection of Claims 24 - 25, Applicant has deleted these claims and, as a result, it is also believed that this rejection is moot.

By this Amendment, Applicant has revised the claims in order to place them into more proper U.S. format and to remove the improper alternative language. Particularly, Applicant has added new Claims 31-39 which set forth the alternative language deleted from Claims 1, 2, 7, 9 and 13.

In addition, Applicant has amended the third and fourth paragraphs on page 2 of the specification and the third paragraph on page 3 of the specification to set forth definitions of certain terms and clarify what is meant by the alternative language deleted from the claims. Particularly, paragraph 3 on page 2 of the specification has been amended to indicate that "as used hereinafter in the specification and claims the term mattress encompasses both the terms mattress and mattress core." Additionally, paragraph 4 on page 2 of the specification has been amended to specify that "as used hereinafter in the specification and claims the term layer encompasses both the terms inner-layer and under-layer." Additionally, page 3, paragraph 3 of the specification has

been amended to indicate that "as used hereinafter in the specification and claims the term threads encompasses both the terms threads and fibers." The claims have also been amended to delete the improper alternative language, defined by the terms set forth above.

In addition, Applicant has amended Claim 26 so that it is an independent claim in order to place it into more proper U.S. format. Applicant has also added new method Claim 29 and 30 which set forth a method of monitoring the integrity of a mattress protector and a method of installing a mattress protector, respectively. It is respectfully submitted that these amendments do not add new matter to the application.

In regard to the §102 and §103 rejections, it is respectfully submitted that the claims as now amended are neither disclosed nor suggested in US Patent No. 6,341,393 to Votel. Initially, Applicant notes that its corresponding European patent application has been allowed in light of Votel, with Claim 1 substantially the same as that of Claim 1 of the present application, as the drawsheet taught by Votel is not fitted over the mattress in use with the impermeable layer outermost, as required by Claim 1. In contrast, the sheet in Votel, is in fact fitted with the impermeable layer against the mattress.

Particularly, Claim 1 as currently amended is not anticipated by Votel as the drawsheet 2600 of Votel, as seen in Figs. 157 and 159, has an impermeable layer 2612 which is disposed as the bottom layer of the sheet against the mattress. Thus,

in Votel the impermeable layer 2612 is innermost in use. In contrast, the claims of the present application require that the impermeable layer "is outermost in use when said shielding cover is fitted over the mattress." (emphasis added) This feature is not disclosed in Votel.

Furthermore, this is not obvious in light of Votel as the sheet in Votel is not capable of performing the intended use of serving as a mattress protector. If the drawsheet 2600 in Votel were placed on a mattress with the impermeable layer outermost, the drawsheet 2600 would not be suitable for its intended use of moving patients, since the patients would need to lie directly on the impermeable layer, but any body fluids soiling the drawsheet would sit on the impermeable layer and not be absorbed, which would be very unsatisfactory to the patient.

Furthermore, there is no disclosure or suggestion in Votel of a mattress protector fitted over a mattress and wherein the detector is below the impermeable layer of the shielding cover. The conductors 2614, 2616 of Votel would only be below the impermeable layer 2612 if the drawsheet 2600 were put on a mattress upside down. However, it is taught in Votel that the permeable layer 2606 is outermost and the patient lies directly on the permeable layer. Particularly, it is disclosed at col 51, lines 15-18 that the "permeable layer 2606 may include fabrics which allow liquids to pass through to the absorptive layer 2608 and which impart a sensation of comfort to a patient lying thereon." There is absolutely no disclosure or suggestion in Votel of fitting the drawsheet 2600 upside down on top of a mattress

with the impermeable layer 2612 outermost.

Particularly, it would not have been obvious to put the drawsheet 2600 disclosed in Votel upside down, on a mattress, such that the impermeable layer 2612 outermost. Firstly, this would go against the teachings in Votel that the permeable layer 2606, which includes fabric that imparts a sensation of comfort to the patient, should be outermost, and therefore, adjacent the patient (see col 51, lines 15-18). Secondly, Votel teaches a drawsheet with integral electrical conductivity sensor to alert staff when the drawsheet itself is soiled. If the drawsheet 2600 were placed on a mattress upside down, with the impermeable layer 2612 outermost, any bodily fluid that soils the drawsheet 2600 would not be absorbed into the drawsheet but would remain on the impermeable layer (and may be absorbed into the patient's clothing). The conductors underneath the impermeable layer could not detect whether the drawsheet has been soiled, as no body fluid would pass through the impermeable layer to the conductors, and therefore, the drawsheet could not be used to carry out its intended purpose of alerting staff when the drawsheet has been soiled. Thus, there is no teaching or suggestion in Votel that the detector should be located between the impermeable layer of the drawsheet and a mattress.

In contrast, by providing a detector between the impermeable layer and the mattress, as recited by Claim 1, the Applicants have found that they can successfully detect whether body fluid has penetrated through the impermeable layer and soiled the mattress (the drawsheet of Votel is only disclosed as used to detect whether body

fluid has soiled the drawsheet).

Additionally, new Claim 28 requires that the mattress protector comprise at least a portion of a casing that envelopes the mattress. This has basis from page 2, lines 26-27 of the description. Claim 28 is novel and inventive in light of Votel because the drawsheet 2600 disclosed in Votel does not have means for enveloping a mattress or mattress core. Referring to Figs. 156 and 157 in Votel, the drawsheet 2600 is simply a planar sheet. It would not be obvious to modify the drawsheet 2600 of Votel such that it is configured to form all or part of a casing that envelopes the mattress or mattress core, as the drawsheet would not be able to perform its function of assisting in moving, transporting, repositioning and rolling over patients (see col 1, lines 23-25). A person of ordinary skill in the art would not be motivated to modify drawsheet 2600 of Votel such that it is configured to form all or part of a casing that envelopes the mattress or mattress core, as it would be very difficult and inconvenient to remove an envelope-like drawsheet 2600 from envelopment of the mattress, before using the drawsheet 2600 to move the patient. The invention of Claim 28 is therefore not obvious in light of Votel.

In addition regarding dependent Claim 6 specifically, Votel does not disclose or suggest a mattress protector having a layer made from a stretchable material. The Office Action cites col. 51, lines 28-31 in relation to Claim 6, however this portion in Votel does not disclose a mattress protector having a layer made from a stretchable material, but instead discloses that absorptive layer 2608 may be made of an

absorptive acrylic spun-laced fabric, disclosed in U.S. Patent No. 5,350,625. Acrylic spun-laced fabric as disclosed in this patent is a fabric wherein the fibers are entangled to produce a strong non-woven fabric and it is not a stretchable material. In fact, it is important that the drawsheet 2600 in Votel not be stretchable as it should maintain its shape during transfer or repositioning of patients (see col. 50, lines 66-67), otherwise if the drawsheet stretched during the lifting of a patient, it would be difficult in order to lift the patient. Additionally, at col. 51, lines 33-42 in Votel it is disclosed that the drawsheet should be designed to impart a resistance to distortion due to forces applied during transfer, repositioning or rollover, including use of fabrics designed to minimize "parabolic" effects, otherwise occurring in sheets which fail to resist stretching or distortion. Accordingly, it would not have been obvious to one having ordinary skill in the art to include the layer made from a stretchable material in the drawsheet of Votel as this would prevent the drawsheet from maintaining its shape while lifting a patient. Consequently, Claim 6 specifically is neither disclosed nor suggested in Votel.

Additionally, new Claim 30 is directed to a method of monitoring the integrity of a mattress protector. This has basis from page 1, lines 5-7. Votel does not disclose a method of monitoring the integrity of a mattress protector to determine if bodily fluids have penetrated through the mattress protector to a mattress, as recited by the claim. In contrast, Votel describes a method of detecting whether a drawsheet, for use in moving, transporting, repositioning or rolling over patients has been soiled.

In the method described in Votel, the drawsheet 2600 is placed on a bed, with the impermeable layer of the drawsheet 2600 adjacent the bed (see col 51, lines 15-18). The conductors 2614, 2616 extend within the absorptive layer 2608, which is above the impermeable layer 2612 when the drawsheet is placed on a bed, therefore the conductors 2614, 2616 can only be used to detect whether the absorptive layer 2608 of the drawsheet has been soiled; there is no means in the method described in Votel for detecting whether fluid has penetrated through the impermeable layer 2612, and therefore, no means to detect if there has been any "strike-through" to the mattress beneath the impermeable layer. It would not have been obvious to put a drawsheet like that disclosed in Votel upside down on a mattress and to use it to monitor the integrity of the mattress protector in accordance with Claim 30, for the same reasons as explained above.

In addition, new Claim 31 is directed to a method of installing a mattress protector. Votel does not disclose a method of fitting a mattress protector over a mattress or mattress core wherein the detector is below the impermeable layer of the shielding cover, as recited by Claim 31 for the same reasons noted above.

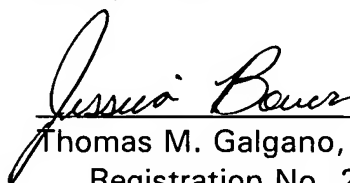
Accordingly, it is respectfully submitted that the independent claims as now amended and the claims dependent thereon are neither disclosed nor suggested by Votel. Furthermore, the secondary references cited against the dependent claims fail to correct the basis and crucial deficiencies noted above regarding the independent claims.

USPTO Credit Card form 2038 in the amount of \$292.00 is submitted herewith to cover the official filing fee for seven additional claims (\$182) and one additional independent claim (\$110). The Commissioner is hereby authorized to credit any overpayment or charge any fee deficiency to Deposit Account No. 50-3990.

In view of the foregoing, it is respectfully submitted that entry of foregoing amendments, withdrawal of the final rejection and allowance of the claims at an early date is earnestly solicited.

Respectfully submitted,

BAIN, ET AL.

A handwritten signature in cursive script, appearing to read "Thomas M. Galgano", is written over a horizontal line.

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Enclosures: Power of Attorney

Three Replacement Sheets for Figs. 5-7

Three Declarations of the inventors

Postcard

USPTO Form 2038 in the amount of \$292

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